

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

Yolanda D. Cappelli
Town Clerk

Administrative Office
Tel. (845) 225 - 2067
Fax (845) 225 - 5130



June 9, 2016

**LEGAL NOTICE
NOTICE FOR BIDS
TOWN OF KENT
LANDFILL**

NOTICE IS HEREBY GIVEN that sealed bids for the Town of Kent Ressique Road Landfill Water Testing will be received by the Town of Kent, at the office of the Town Clerk, 25 Sybil's Crossing, Kent Lakes, New York 10512, until 12:00 noon Friday, July 8, 2016, and then at said place be publicly opened and read aloud.

Bids must be submitted in a sealed envelope, with all required bidding documents, at the above address and must bear on the face thereof the name and address of the bidder and the inscription: Bid for Town of Kent, Ressique Road Landfill Water Testing.

Bid specification will be available Monday June 13, 2016 in the Town Clerk's office and on the Town's website, www.townofkentny.gov.

Bids shall be awarded in accordance with General Municipal Law, Section 103.

By Order of the Kent Town Board.

Yolanda D. Cappelli
Town Clerk

TOWN OF KENT
Ressique Street Landfill Water Testing
INFORMATION FOR BIDDERS
PROPOSAL
CONTRACT AGREEMENT
GENERAL AND SPECIAL CONDITIONS
TECHNICAL SPECIFICATIONS

Sealed Bids shall be delivered before 12:00 p.m. Friday, July 8, 2016.

to:

Town of Kent
Town Clerk's Office
25 Sybil's Crossing
Kent Lakes, New York 10512

booklet no. _____

Town of Kent

Ressique Street Landfill Water Testing

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NOTE

All pages marked with an asterisk (*) and in bold print above must be filled out and must be submitted to constitute a bona-fide Bid.

Information for Bidders

1 SCOPE OF WORK

The work required under this Contract consists of furnishing all supervision, labor and personnel, material, equipment and ancillary support necessary to complete the work described within these specifications and/or drawings. In general, this project involves the baseline testing of thirteen wells and two surface waters in accordance with NYCRR Section 360-2.11 for the closed Town of Kent Ressique Street Landfill.

It is not intended that this description be all inclusive of each and every item required, but rather serve as information illustrating the general scope and nature of work for the convenience of the Bidders.

2 FORM OF PROPOSAL

Sealed Bids shall be received and publicly opened and read aloud in the Town Clerk's Office of the Town of Kent, 25 Sybil's Crossing, Kent Lakes, NY at:

12:00 p.m.---(noon) Friday, July 8, 2016

Bids shall be submitted in a sealed envelope with the Bidder's name printed on the outside and marked:

" Bid for Town of Kent, Ressique Street Landfill Water Testing "

A bon-fide Bid shall consist of the submission of this Contract Specification booklet intact with the following pages or forms properly executed:

- a Addenda Acknowledgment (if any)
- b Non-Collusion Affidavit
- c Proposal
- d Contractor's Reference List

Any deviation from these provisions may result in the disqualification of the Bid.

3 NUMBER OF COPIES

Bidders are requested to submit seven paper copies of their proposals and one digital copy. Digital copies must be submitted on either a CD/DVD or a USB flash drive. All digital proposals must be submitted in wpd., doc. or PDF. format.

4 BIDDER'S ACCEPTANCE

The submission of a Bid shall constitute the Bidder's full acceptance of the terms and conditions set forth in the Contract Documents (Contract Specification Booklet and accompanying Drawings), as well as acknowledgment of the **Bidder's personal examination of the Project Site**; and further, represent the Bidder's willingness to enter into Contract with the Town of Kent. No Bidder may withdraw his Bid within fourteen (14) days of the Bid Opening.

5 BID ACCEPTANCE

The Town of Kent reserves the right to reject any and all Bids, to waive any informalities therein, or to award the Contract to any Bidder if deemed to be in the best interest of the

Town to do so.

5 QUALIFICATIONS OF CONTRACTORS

All work shall be done by a Contractor who has the necessary facilities, plant and equipment in good working order; a competent organization and *special experience* in work of a *similar type* to that specified herein. Each Contractor shall furnish upon request a list of representative clients for whom he has satisfactorily completed work of a *similar nature and comparable size* to those specified in this Contract and which have been time tested for a minimum of three (3) years. Further the Contractor must be currently certified under the appropriate approval categories by the New York State Department of Health's Environmental Laboratory Approval Program.

No Bid will be accepted from any Contractor who has not been engaged in the respective trade for at least five (5) years.

Addenda Acknowledgment

Addenda Acknowledgment

Should Addenda to this Contract be issued the undersigned Bidder hereby acknowledges the receipt of such Addenda, **if issued**; and further, acknowledges that he has read and understood the content of said Addenda.

ADDENDUM NO. ONE :

Bidder's signature date

ADDENDUM NO. TWO :

Bidder's signature date

ADDENDUM NO. THREE :

Bidder's signature date

Non-Collusion Affidavit

State of New York)
) ss:
County of Putnam)

_____ being first duly sworn, deposes and says that:

- (1) He is _____
of _____, the Bidder that has submitted
the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting said Bid;
- (3) Said Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, repre-
sentatives, employees or parties in interest, including this affidavit, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder,
firm or person to submit a collusive or sham Bid in connection with the Contract for
which the attached Bid has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement
of collusion or communication or conference with any other Bidder, firm or person to
fix the price or prices in the attached Bid or of any other Bidder, or to fix any
overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the Town of Kent.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the
Bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

Subscribed and sworn to before me
this _____ day of _____,

Signature and Title

Notary Public

Contractor's Reference List

List at least three (3) in each category. Telephone numbers and addresses must be included.

	Name	Address	Telephone
Client or Owner			
Engineer			
Bank			
Supplier			

Proposal

TO Supervisor and Town Board
 Town of Kent
 25 Sybil's Crossing
 Kent Lakes, NY 10512

In compliance with your invitation for Bids and with the terms and provisions of the Contract Documents the undersigned hereby proposes to furnish all the specified goods, materials, labor, services and equipment necessary to perform and complete the work of

"Ressique Street Landfill Water Testing"

for the **LUMP SUM** set forth in this proposal.

The Total Bid is _____
 (Amount Written in Words)
 \$ _____
 (Amount Written in Figures)

which is comprised of the costs associated with the requirements set forth in the "Technical Specifications" forming a part of the Contract Documents and accepted by the Owner at the time of the Bid award, which after the award may be increased or decreased only by the issuance of written Change Orders signed by the Engineer and countersigned by the Owner.

On the acceptance of this Proposal for said work, the undersigned will execute the Contract Agreement and Hold Harmless Statement in accordance with the Contract Documents and Bid as accepted, and provide an Insurance Certificate attesting to appropriate coverage.

The Bidder further agrees, if awarded the Contract, to commence work upon receiving written notice to proceed and to pursue the work continuously in accordance with the drawings, specifications and addenda, if any, until the work is complete.

Bidder

Fed. Emp. ID No

Corporate
 Seal here

address

telephone no.

Signature, Title

date

Subscribed and sworn to
 before me this ____ day of
 _____,

printed name _____

 Notary Public

Contract Agreement

This AGREEMENT made and entered into, in duplicate, the _____ day of _____ 2014, by and between the **TOWN OF KENT**, hereinafter referred to as the **Owner**, and

_____, hereinafter referred to as the **Contractor**, whose address is _____

WITNESSETH:

That the **Contractor**, in consideration of covenants, agreements, and payment of the contract sum, (comprised of the costs associated with the requirements set forth in the "Technical Specifications" forming a part of the Contract Documents) in the amount of \$ _____ - (which contract sum shall be subject to increases or decreases by reasons of variations in, and the fixing of, the actual (as distinguished from the estimated) quantity of said items as the work progresses, additions of alternates and additional costs, if any, (not expressed in term of unit prices) authorized to be incurred under the Contract Documents, and then, any of the aforesaid only if reflected in the validly issued Change Order),

Contract Sum of \$ _____

hereby covenants and agrees to perform the work and to furnish all labor, tools, materials, equipment, supplies, services, accessories and appurtenances, including the manufacture and delivery of same, as required by the terms and conditions of the attached Contract Documents for:

"Ressique Street Landfill Water Testing"

In accordance with, and pursuant to the body of instructions, directions and requirements contained within this volume are hereto attached, submitted and hereby declared and accepted as a part of this AGREEMENT as fully as if set forth herein.

The **Contractor** agrees to indemnify and save harmless the **Owner** from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract.

The **Contractor** agrees to accept as full payment hereunder the amounts specified in the Proposal, and the **Owner** agrees to make payments at the times and in the manner and upon the terms and conditions specified within this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

The **CONTRACTOR** by _____ seal
Signature, Title

TOWN OF KENT _____ seal
Supervisor

APPROVED AS TO FORM _____
Town Attorney

Contractor's Acknowledgment

By Principal, unless it be a Corporation:

State of New York)
) ss:
County of Putnam)

On this _____ day of _____, 2014, personally
came _____

to me known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged that _he executed the same.

Notary Public

By Principal, if a Corporation

State of New York)
) ss:
County of Putnam)

On this ____ day of _____, 2014, before me personally
came _____

to me known, who being by me duly sworn, did depose and say that he resides
in _____; that he is the _____ of the _____
affixed by order of the Board of Directors of said corporation, and that he signed his name thereto
by like order.

Notary Public

Acknowledgment of the Supervisor of the Town of Kent

State of New York)
) ss.:
County of Putnam)

On this _____ day of _____

before me personally came **Maureen Fleming** to me known, who, being duly sworn, did depose and say that she resides in the Town of Kent, County of Putnam, and State of New York; that she is the duly qualified, elected, and acting Supervisor of the Town of Kent, the municipal corporation described in, and which executed the foregoing instruments; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal and it was so affixed by virtue of **Resolution** _____ adopted by the Town Board of the Town of Kent on _____, and that she signed her name thereto by like order and resolution.

Sworn to before me this

_____ day of _____

Notary Public

Award Resolution

Certified Award Resolution

(to be inserted after Contract is Awarded)

Insurance Certificate

(to be inserted after Contract is Awarded)

Hold Harmless Statement

The **Contractor** shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Town of Kent, and their employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act of omission of the **Contractor** or his employees or agents, and whether or not any active or passive or concurrent negligent act or omission by the Town of Kent, or any of their employees, officers, or agents may have directly or indirectly caused or contributed thereto.

bidder:

Subscribed and sworn to
before me this ____ day of

Signature, Title, and date

Printed Name

Notary Public

General Conditions**1 DEFINITIONS**

The Owner mentioned in the General Conditions and all Specifications is the Town of Kent, and is described as the party of the first part in the agreement. The Contractor is that individual, partnership, or corporation named as the party of the second part in the agreement.

The Engineer and Design Engineer is the consulting engineering firm of Insite Engineering, Surveying & Landscape Architecture, P.C.

The term "work" of the Contractor includes all labor, materials, equipment, transportation, and all other facilities necessary to complete the contract.

The words "plans" and "drawings" are used synonymously in this Contract.

2 INTENT AND CORRELATION OF DOCUMENTS

The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials except that which is specially designated to be supplied by others, all tools and equipment and everything else necessary for the proper execution of the work, and should any work or material be not denoted in the Contract, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same is to be implied and required, and shall perform all work and furnish any such materials as fully as if they were particularly delineated or described.

It is specifically understood that in general figured dimensions are in all cases to be taken in preference to scaled dimensions from the drawings.

Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

3 DETAIL DRAWINGS AND INSTRUCTIONS

The Design Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferred therefrom.

4 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the character, quality and quantity of the materials to be encountered, and all other matters which can in any way affect the work under this contract.

5 AUTHORITY OF ENGINEER

The Contractor shall inspect and monitor all work included in this Contract. The Engineer (Inspector) shall have power to determine, in all cases, the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder. The need for repair and the type of repair needed will be as determined by the Engineer.

The Town Board, on the advice of the Engineer, shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor, and its decisions thereon shall be final and conclusive. Such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any payments hereunder.

6 WAIVER OF OBLIGATIONS

No assistant Engineer or inspector shall have any power to waive any of the conditions or obligations of this Contract.

7 ALTERATIONS

The Engineer shall have the right to alter and modify the Plans and Specifications in any particular, thus making specific changes in connection with the construction, details or execution of the work. The Contractor shall make such alterations as may be ordered by the Engineer and in case they diminish the quantity of work to be done, they shall not constitute a claim for damages or anticipated profit on the work omitted; if they increase the amount of work, such increase shall be paid for according to the quantity actually done at the unit price for each class of work, as named in the Contract.

8 EXTRA WORK

When directed in writing by the Engineer, the Contractor shall furnish material and do extra work not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the work. Such material and work shall be furnished and done as part of this Contract and subject to its provisions. The payment for any such extra work shall be determined by the contract unit price set forth in the "Unit Price Schedule" or on the basis of the actual cost of materials and labor furnished by the Contractor, including the cost of superintendence, use of tools and plant and compensation and public liability insurance, plus fifteen (15) percent for profit.

No claim for any extra work will be allowed unless accompanied by a written order by the Engineer authorizing such extra work and defining agreed basis of payment.

The Contractor shall, before the tenth day of such month, file with the Engineer, in writing, all claims for extra work performed during the previous calendar month. If he shall fail to make such claim before such day, his rights to extra pay for such extra work shall be deemed to have been waived and forfeited, and he shall not be entitled to any payment on account of such extra work.

9 MATERIALS AND WORKMANSHIP

All materials shall be the best of the kind specified and must be satisfactory to the Engineer. All workmanship shall be first class in every respect and will be free of faults and defects.

10 INSPECTION OF WORK

The Engineer or Design Engineer shall at all times have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being manufactured strictly in accordance with the Plans and Specifications. The Contractor shall furnish for the test such samples of materials as the Engineer may require, at least ten (10) days prior to the time it is to be used.

11 DEFECTIVE WORK OR MATERIAL

Work or materials not in accordance with the Plans and Specifications, or in any way defective, shall be removed on order of the Engineer and replaced or rebuilt with satisfactory materials and the work done in a satisfactory manner.

No work shall be accepted prior to the final completion of the whole; and inspection during

construction, or part payment for work or materials shall not imply any acceptance of the same.

12 SUPERINTENDENCE

The Contractor shall keep on the work during its progress at least one competent English speaking superintendent who shall be satisfactory to the Engineer. He shall supervise and direct the work for the Contractor, employing his best skill and attention. He shall be fully authorized to represent the Contractor and to receive and carry out such orders as may be given by the Engineer for the proper continuance of the work. Orders so transmitted shall be considered as given by the Contractor.

13 CONTROL SURVEYS AND PRESERVATION OF STAKES

Not Used

14 SAFETY PRECAUTIONS

Reasonable precautions shall at all times be exercised for the safety of all employees and visitors to the project site. All Federal, State and Municipal safety laws including all applicable OSHA regulations/requirements shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction of the Associated General Contractors of America unless and to the extent that such provisions are incompatible with regulations of Federal, State or Municipal Laws.

15 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect and support all water, sewer, gas and other pipes and conduits, telephone, telegraph or electric power lines, all railway and street railway tracks, pavements, building walls, fences or other properties, public or private, which are liable to be damaged during the execution of this work.

In the event that any damage or injury to any property as a result of the work under this Contract, he shall promptly repair the same at his own expense. He shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation or other unsafe place, and place a sufficient number of red lights about the work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security wherever needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, and other utility appurtenances free from encumbrance.

16 COMPLIANCE WITH LAWS

The Contractor shall conduct his work in compliance with all laws of the State of New York and all ordinances or regulations of the Municipality or Municipalities within whose boundaries the work is carried out.

17 INSURANCE

The Contractor shall protect all parts of the work from loss by theft, fire or otherwise and shall assume all risks or damages to the same, either by lightning, fire, wind, theft or from any other causes, until completion and final acceptance of the work.

18 ASSUMPTION OF LIABILITY

The Contractor shall save harmless the Owner from all claims and demands of every nature growing out of the performance of this Contract, including personal injuries received either by

workmen employed by the Contractor, or any other person, injured therein or thereby, and all property damage. In the event that any such claim of suit has been liquidated either through settlement or judgement, the Contractor shall indemnify the Owner for the full amount thereof, including all costs incurred by the Owner.

So much of any money due the Contractor as shall be considered necessary by the Engineer may be retained by the Owner until all claims or suits hereinbefore mentioned shall have been settled and evidence to that effect furnished to the Engineer.

19 COMMERCIAL LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Commercial Liability and Property Damage Insurance to protect him and/or any Subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be in an amount not less than \$3,000,000.00 (Three Million Dollars) for injuries, including accidental death to any one person, for each occurrence.

20 CONTRACTOR'S AUTO LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor's General Liability and Auto Liability insurance coverage for Bodily Injury and Property Damage to be in effect during the life of this Contract shall be not less than three million dollars (\$3,000,000) for each occurrence. The Contractor shall furnish a current Certificate of Insurance to the Town prior to commencement of any work on the project premises.

The Contractor shall require all subcontractors to provide this same insurance coverage.

21 COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all of this employees at the site of the project; and, in case any work is sublet, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide employer's liability insurance for the protection of his employees not otherwise protected.

22 PAY FOR LABOR AND MATERIAL

The Contractor shall pay for all labor and material furnished by him in the performance of this Contract. Before final payment, if evidence is produced that the Contractor has failed to pay for such labor employed by him on the work or for such material furnished by him and used therein, the Owner may withhold any payments until he shall be satisfied that all such claims for labor and material are paid.

23 PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits and/or claims for infringements for any patent rights and shall indemnify and save the Owner harmless from any loss on account thereof.

24 ASSIGNMENT OF CONTRACT

The Contractor will not assign this Contract nor sublet it as a whole without the written consent of the Owner.

25 SUBCONTRACTORS

The Contractor shall, as soon as practicable after the execution of the Contract notify the Engineer in writing of the names of any sub-contractors proposed for the work. He shall not employ any subcontractors that the Engineer may object to as incompetent, unfit, or involved in litigation with the Town.

The Contractor shall obtain the written approval of the Engineer for each and every subcontractor prior to the commencement of any work by said subcontractor(s). The Contractor shall be fully responsible to the Owner for the acts or omissions of his subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

26 COMMENCEMENT OF WORK

The Contractor shall assure by diligent, timely and uninterrupted work, completion to the satisfaction of the Town. The project will be started within thirty (30) days of awarding the contract. The work shall be completed and reports submitted within thirty (30) days of the commencement of the project.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required by these general conditions or any other portion of the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required before commencing any work.

27 PROSECUTION OF THE WORK

The work embraced under the Contract Documents shall commence within thirty (30) days of awarding the contract and shall continue to be prosecuted with all due diligence and within the contract time set forth for the various segments of the work in the Progress Schedule.

28 DELAYS

The Contractor shall not be entitled to any claims for damages for hindrance or delay, from any cause whatsoever, in the progress of the work or any portion thereof.

29 PROGRESS PAYMENTS

The Contractor must submit a claim within the first ten (10) days of each month for work performed the previous month in accordance with the provisions of the Contract.

Provided the claim is verified and approved by the Town Board, with the advice of the Engineer, the Contractor will receive payment within sixty (60) days of said verification and approval by the Engineer.

Partial payment will only be made on quantities of materials in place and no payments will be made on quantities of materials delivered but not installed, unless there is a particular item in the proposal for this type of "work".

From the total of these estimates will be deducted an amount equal to five (5) percent of the

whole. This sum will be retained until the work is virtually complete - at which time the owner will release all monies earned under the contract less twice the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

The monthly estimates are approximate only and are subject to adjustment in subsequent estimates.

30 GUARANTEES

Not Used

31 IRREVOCABLE STANDBY LETTER OF CREDIT

Not Used

32 MAINTENANCE SECURITY/BONDS

Not Used

33 FINAL CLEANING UP

Upon completion of the work and before acceptance of the project, the Contractor, at his own expense, shall clean the project grounds occupied or used by him in connection with the work and leave same in a neat and presentable condition. Only such surplus materials as are expressly reserved by the Engineer may remain on the project site.

The Contractor, at his expense and in an acceptable manner, shall restore, or settle for, all property, both public and private, which has been damaged by him during the prosecution of the work.

34 PERMITS AND FEES

Not Used

35 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

Each and every Contractor and/or Subcontractor shall comply with all sections of the specifications as far as they pertain directly or indirectly to their Contract. Any flagrant disregard of the Specifications will therefore constitute just cause for termination of the Contract and payment of any just claims incurring therefrom.

36 ERRORS AND OMISSIONS

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. If, knowing of such error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, he shall do so at his own risk and the work so done shall not be considered as work done under the Contract and in performance thereof unless and until approved and accepted by the Engineer.

37 SUBSTITUTION CLAUSE

Not Used

38 TIME OF COMPLETION

The work shall be completed and reports submitted within thirty (30) days of the commencement of the project.

39 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of, nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the Town of Kent shall operate as waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be waiver of any other or subsequent breach.

40 PROGRESS SCHEDULE

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Engineer's approval a proposed progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Engineer's approval.

41 DRAWINGS AND SPECIFICATIONS AT THE SITE

Not Used

42 DAILY REPORTS

Not Used

43 MUTUAL RESPONSIBILITY OF CONTRACTORS

Not Used

44 SHOP DRAWINGS AND SAMPLES

Not Used

45 UNCOVERING AND CORRECTION OF WORK

Not Used

46 PRE - CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives, the Engineer and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

The Contractor shall submit to the Engineer and the Owner's Representative a proposed schedule for maintaining, protecting and regulating traffic, showing chronologically and in detail the sequence and methods that will be followed. In the event the Contractor desires to use traffic control devices other than those specified, he shall submit his request with samples or detailed sketches and descriptions of the proposed devices, for approval by the Engineer.

47 PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees to remain within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

48 USE OF EXPLOSIVES

Not Used

49 WORK DURING OFF-HOURS, WEEKENDS AND HOLIDAYS

Under no conditions shall the Contractor work during Town of Kent off-hours, or on a weekend, or on a Town recognized holiday without the prior knowledge and consent of the Engineer. When permission is granted the Contractor shall assume the risk that Town Highway and Water personnel may not be available as backup in an emergency, and the Contractor agrees to make immediate restoration for any services to the public inadvertently interrupted by his actions at his own expense without the Town's assistance. Furthermore, the Contractor shall agree to directly reimburse the Town for the pay due to any individual or individuals assigned to work overtime to assist the Contractor or inspect his work during off-hours, weekends, and holidays, if such work is scheduled solely for the Contractor's convenience.

50 LIEN RELEASE

Prior to receiving Final Payment the Contractor must provide a Lien Release covering any and all claims against the Town of Kent arising from this Contract. This Lien Release must be in a form acceptable and approved by the Town Attorney.

51 CONFLICT OF PROVISIONS

Provisions of the various documents comprising the Contract Documents, if found to be in conflict, shall be read together and the most favorable interpretation for the benefit of the Owner in the interest of timely and economic completion of the work shall be given effect and prevail.

Anything shown on the Drawings and not mentioned in the Technical Specifications or mentioned in the Technical Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Drawings and the Technical Specifications, the matter shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his Bid.

52 ASSIGNMENT AND REMOVAL OF PERSONNEL

The Contractor agrees that it shall have no authority to replace any superintendent or other key employees (collectively, "personnel") assigned to the work and approved by the Owner unless any such personnel leave the Contractor's employ or become incapacitated, in which case the Contractor shall designate a substitute person acceptable to the Owner. In addition, if the Owner shall become dissatisfied with any personnel of the Contractor assigned to the project, the Contractor shall substitute for any such personnel another person acceptable to the Owner.

END OF GENERAL CONDITIONS

Special Conditions

1 SALES TAX

The Town of Kent is exempt from the payment of New York Sales Tax.

2 PROTECTION OF BUILDINGS, CONTENTS AND SURROUNDINGS

The Contractor shall protect all adjacent or adjoining work, roads, buildings, shrubbery, windows, and automobiles from damage resulting from the work performed under this Contract.

END OF SPECIAL CONDITIONS

Technical Specifications

Page A-1	Scope of Responsibilities
Page A-2	List of Sample Locations
Page A-3	Figure 1: Sample Location Map
Page A-4	Baseline Parameters from Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 360-2.11

1. Scope of Responsibilities

The work required includes furnishing all supervision, labor, personnel, material, equipment and ancillary support required complete the work described. The work shall include collecting samples of ample quantity of water for the below described testing from the fifteen (15) locations listed on Page A-2. A location map showing the approximate location of the fifteen sample locations is also provided on Page A-3. The testing lab shall be responsible for coordinating with homeowners to schedule times of sampling and ensuring sample is collected so raw water is sampled (prior to any treatment systems). Each sample location shall be tested in accordance with the baseline parameters listed in NYCRR Part 360, Section 360-2.11. Sampling and testing procedures shall be in accordance with NYCRR Part 360, Section 360-2.11. The testing lab shall supply five (5) copies of the test reports and an electronic copy of the test reports in pdf format on CD.

1. List of Sample Locations

Sample Locations (15 Total)

Deep Landfill Wells: (4 Total)

GPS Coordinates

D-01	N 41° 30.327' and W 73° 42.642'
D-03	N 41° 30.332' and W 73° 42.714'
D-04	N 41° 30.277' and W 73° 42.636'
U-02	N 41° 30.190' and W 73° 42.751'

Residential Wells: (9 Total)

Moynihan Residence
164 Ressique Street
Stormville, NY 12582

Heinz Residence
77 South Lake Road
Carmel, NY 10512

Stofko Residence
71 South Lake Road
Carmel, NY 10512

L. Tartaro Residence
21 South Lake Road
Carmel, NY 10512

Stroppel Residence
83 South Lake Road
Kent Lakes, NY 10512

Torri/Vacarro Residence
91 South Lake Road
Carmel, NY 10512

Tyler Residence
23 South Lake Road
Carmel, NY 10512

Davila Residence
59 South Lake Road
Kent Lakes, NY 10512

Briggs Residence
73 South Lake Road
Carmel, NY 10512

Surface Waters: (2 Total)

Kent Lake
White Pond Tributary

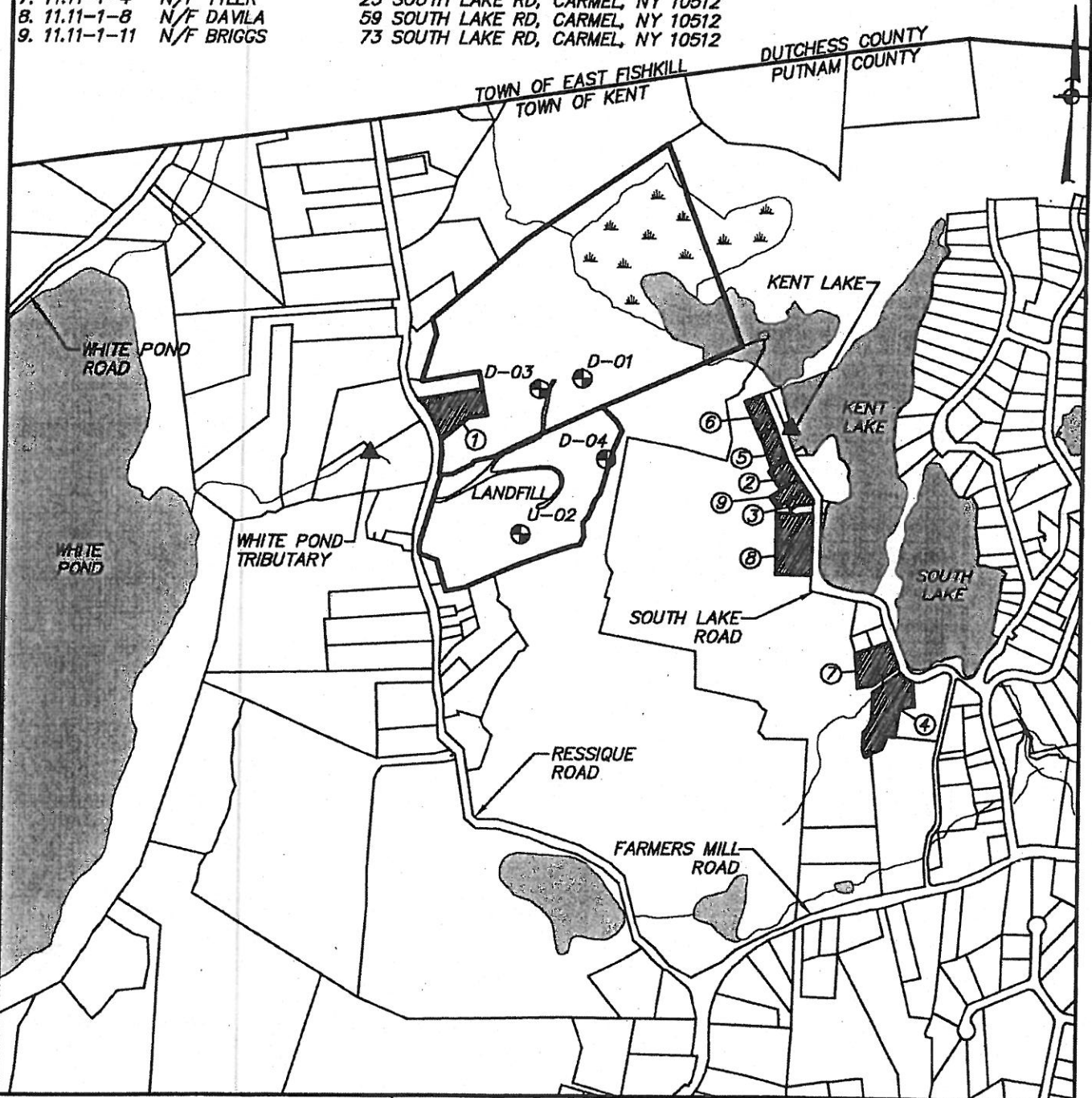
- All sample locations shall be tested for the **baseline parameters** listed in NYCRR Part 360, Section 360-2.11.
- The test parameters and sampling procedures are to be in accordance with NYCRR Part 360, Section 360-2.11
- All samples shall be taken in a location so the raw water is tested. Samples shall be taken prior to any treatment systems.

RESIDENTIAL WELLS

Tax Map #	Owner	Address
1. 11.-2-12	N/F MOYNIHAN	164 RESSIQUE ST, STORMVILLE, NY 12582
2. 11.11-1-12	N/F HEINZ	77 SOUTH LAKE RD, CARMEL, NY 10512
3. 11.11-1-10	N/F STOFKO	71 SOUTH LAKE RD, CARMEL, NY 10512
4. 11.11-1-3	N/F L. TARTARO	21 SOUTH LAKE RD, CARMEL, NY 10512
5. 11.7-1-1	N/F STROPPEL	83 SOUTH LAKE RD, CARMEL, NY 10512
6. 11.7-1-2	N/F TORRI/VACARRO	91 SOUTH LAKE RD, CARMEL, NY 10512
7. 11.11-1-4	N/F TYLER	23 SOUTH LAKE RD, CARMEL, NY 10512
8. 11.11-1-8	N/F DAVILA	59 SOUTH LAKE RD, CARMEL, NY 10512
9. 11.11-1-11	N/F BRIGGS	73 SOUTH LAKE RD, CARMEL, NY 10512

LEGEND

DEEP TEST WELL	⊕ (4 REQ'D)
RESIDENTIAL WELL	◆ (9 REQ'D)
SURFACE WATER	▲ (2 REQ'D)



PROJECT:
TOWN OF KENT LANDFILL
TOWN OF KENT, NEW YORK

DRAWING:
SAMPLE LOCATION MAP

INSITE
ENGINEERING, SURVEYING &
LANDSCAPE ARCHITECTURE, P.C.
3 Garrett Place • Carmel, New York 10512
Phone (845) 225-9690 • Fax (845) 225-9717
www.insite-eng.com

DATE: 12-17-10
SCALE: 1"=800'
PROJECT NO.: 04230.100
FIGURE: 1

**Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York,
Section 360-2.11 Baseline Parameters**

NOTE: This is not a certified copy of the regulations. For this reason, you should not rely upon this material for legal interpretation. The text filed with the Secretary of State, as printed by Lawyers Cooperative Publishing, is the only official source for the definitive text of regulations. The printed version is usually available in law libraries or in larger public libraries.

BASELINE PARAMETERS¹

Common Name ²	CAS RN ³	Suggested Methods	PQL ⁴ (µg/l)
Field Parameters:			
Static water level..... (in wells and sumps)			
Specific Conductance.....		9050	
Temperature.....			
Floater or Sinkers ⁵			
pH.....		9040 9041	
Eh.....			
Dissolved Oxygen ⁶			
Field Observations ⁷		180.1	
Turbidity.....			
Leachate Indicators:			
Total Kjeldahl Nitrogen...		351.1 351.2 351.3	60
Ammonia.....	7664-41-7	351.4 350.1 350.2	200 30
Nitrate.....		350.3	100
Chemical Oxygen Demand....		9200 410.1 410.2 410.3	50000 50000 50000
Biochemical Oxygen Demand (BOD ₅).....		410.4 405.1	80000 2000
Total Organic Carbon.....			
Total Dissolved Solids....		9060	
Sulfate.....		160.1 9035	40000
Alkalinity.....		9036 9038	

Phenols.....		310.1	20000
Chloride.....		310.2 9250	6000
Bromide.....		9251	
Total hardness as CaCO ₃ ...		9252	
Color.....		320.1 130.1 130.2 110.1 110.2 110.3	2000 20000 30000 80
Boron.....	7440-42-8		
Inorganic Parameters:			
Aluminum.....			
Antimony.....	(total) (total)	7020 6010 7040	10 300 2000
Arsenic.....	(total)	7041 6010 7060	30 500 10
Barium.....	(total)	7061 6010	20 20
Beryllium.....	(total)	7080 6010 7090	1000 3 50
Cadmium.....	(total)	7091 6010 7130	2 40 50
Calcium.....		7131	1
Chromium.....	(total) (total)	7140 6010 7190	40 70 500
Chromium(Hexavalent)	18540-29-9	7191 7195 7196	10 600
Cobalt.....	(total)	7197 7198 6010	30 70
Copper.....	(total)	7200 7201 6010	500 10 60
Cyanide.....		7210	200
Iron.....	(total)	7211 9010	10 200
Lead.....	(total) (total)	7380 7381	100 4

		6010	400
Magnesium.....		7420	1000
Manganese.....	(total)	7421 7450	10 4
Mercury.....	(total)	7460	40
Nickel.....	(total)	7461 7470	0.8 2
Potassium.....	(total) (total)	6010 7520 7610	150 400 40
Selenium.....	(total)	6010 7740	750 20
Silver.....	(total)	7741 6010	20 70
Sodium.....		7760	100
Thallium.....	(total) (total)	7761 7770 6010	10 8 400
Vanadium.....	(total)	7840 7841 6010	1000 10 80
Zinc.....	(total)	7910 7911 6010 7950 7951	2000 40 20 50 0.5
Organic Parameters:			
Acetone.....	67-64-1	8260	100
Acrylonitrile.....	107-13-1	8030 8260	5 200
Benzene.....	71-43-2	8020 8021 8260	2 0.1 5
Bromochloromethane.....	74-97-5	8021 8260	0.1 5
Bromodichloromethane.....	75-27-4	8010 8021 8260	1 0.2 5
Bromoform; Tribromomethane	75-25-2	8010 8021 8260	2 15 5
Carbon disulfide.....	75-15-0	8260	100
Carbon tetrachloride.....	56-23-5	8010 8021 8260	1 0.1 10

Chlorobenzene.....	108-90-7	8010 8020 8021 8260	2 2 0.1 5
Chloroethane; Ethyl chloride.....	75-00-3	8010 8021	5 1
Chloroform; Trichloromethane.....	67-66-3	8010 8021	0.5 0.2
Dibromochloromethane; Chlorodibromomethane....	124-48-1	8260 8010 8021	5 1 0.3
1,2-Dibromo-3-chloropropane; DBCP.....	96-12-8	8260 8011 8021	5 0.1 30
1,2-Dibromoethane; Ethyl-ene dibromide; EDB.....	106-96-4	8260 8011 8021	25 0.1 10
o-Dichlorobenzene; 1,2-Dichlorobenzene.....	95-50-1	8026 8010 8020 8021 8120 8260	5 2 5 0.5 10 5
p-Dichlorobenzene; 1,4-Dichlorobenzene.....	106-46-	8270 8010 8020 8021 8120 8260	10 2 5 0.1 15 5
trans-1,4-Dichloro-2-butene.....		8270	10
1,1-Dichloroethane; Ethylidene chloride.....	110-57-6 75-34-3	8260 8010 8021	100 1 0.5
1,2-Dichloroethane; Ethylene dichloride.....	107-06-2	8260 8010 8021	8 0.5 0.3
1,1-Dichloroethylene;		8260	5
1,1-Dichloroethene;		8010	1
Vinylidene chloride.....	75-35-4	8021	0.5
cis-1,2-Dichloroethylene;		8260	5
cis-1,2-Dichloroethene..		8021	0.2
trans-1,2-Dichloroethyl-ene;	156-59-2	8260	5
trans-1,2-Dichloro- ethene.....	156-60-5	8010 8021	1 0.5
1,2-Dichloropropane;		8260	5
Pro-pylene dichloride.....	78-87-5	8010	0.5

		8021	0.05
cis-1,3-Dichloropropene...		8260 8010	5 20
trans-1,3-Dichloropropene.	10061-01-5 10061-02-6	8260 8010 8260	10 5 10
Ethylbenzene.....	100-41-4	8020 8221 8260	2 0.05 5
2-Hexanone; Methyl butyl ketone.....	591-78-6	8260	50
Methyl bromide; Bromo- methane.....	74-83-9	8010 8021	20 10
Methyl chloride; Chloro- methane.....	74-87-3	8010 8021	1 0.3
Methylene bromide; Dibro- momethane.....	74-95-3	8010 8021	15 20
Methylene chloride; Dichloromethane....	75-09-02	8260 8010 8021	5 0.2 10
Methyl ethyl ketone; MEK; 2-Butanone....	78-93-3	8260 8010	100 40
4-Methyl-2-pentanone; Methyl isobutyl ketone..	108-10-1	8260 8015	10 5
Styrene.....	100-42-5	8260 8020 8021	100 1 0.1
1,1,1,2-Tetrachloroethane.	630-20-6	8260 8010 8021	10 5 5
1,1,2,2-Tetrachloroethane....	79-34-5	8260 8010 8021	0.5 0.1 0.05
Tetrachloroethylene; Tet- rachloroethene; Per- chloroethylene.....	127-18-4	8260 8010 8021	5 0.5 0.5
Toluene.....	108-88-3	8260 8020 8021	5 2 0.1
1,1,1-Trichloroethane; Methylchloroform.....	71-55-6	8260 8010 8021	5 0.3 0.3
1,1,2-Trichloroethane.....	79-00-5	8260 8010	5 0.2
Trichloroethylene; Tri- chloroethene.....	79-01-6	8260 8010 8021	5 1 0.2

Trichlorofluoromethane; CFC-11.....	75-69-4	8260 8010 8021 8260	5 10 0.3 5
1,2,3-Trichloropropane....	96-18-4	8010 8021 8260	10 5 15
Vinyl acetate.....	108-05-4	8260	50
Vinyl chloride; Chloro- ethene.....	75-01-4	810 8021 8260	2 0.4 10
Xylenes.....	1330-20-7	8020 8021 8260	5 0.2 5

The department may modify this list as necessary.

Notes

¹This list contains 47 volatile organics for which possible analytical procedures provided in EPA Report SW-846 *Test Methods for Evaluating Solid Waste*, third edition, November 1986, as revised December 1987, includes Method 8260; 25 metals for which SW-846 provides either Method 6010 or a method from the 7000 series of methods; and additional parameters for which possible procedures are provided in *Methods for Chemical Analysis of Water and Wastes*, USEPA-600/4-79-020, March, 1979. The regulatory requirements pertain only to the list of parameters; the right hand columns (Methods and PQL) are given for informational purposes only. See also footnote 4.

²Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

³Chemical Abstracts Service Registry Number. Where "Total" is entered, all species in the groundwater that contain this element are included.

⁴Practical Quantitation Limits (PQLs) are the lowest concentrations of analytes in groundwaters that can be reliably determined within specified limits of precision and accuracy by the indicated methods under routine laboratory operating conditions. The PQLs listed are generally stated to one significant figure. PQLs are based on 5 ml samples for volatile organics and 1 L samples for semivolatile organics. CAUTION: The PQL values in many cases are based only on a general estimate for the method and not on a determination for individual compounds; PQLs are not a part of the regulation.

⁵Any floaters or sinkers found must be analyzed separately for baseline parameters.

⁶Surface water only.

⁷Any unusual conditions (colors, odors, surface sheens, etc.) noticed during well development, purging, or sampling must be reported.

⁸The department may waive the requirement to analyze Hexavalent Chromium provided that Total and Hexavalent and Trivalent Chromium values do not exceed 0.05 mg/l.

Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 c equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Insurance Agreement for Jobs under \$5,000

- **Asbestos/Lead Abatement Insurance**

With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.

- **Professional Errors and Omissions Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**

With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.

- **Professional Errors and Omissions Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.